

Confidentiality

9.1 No Disclosure. Contractor agrees that during and after the term of this Agreement, neither Contractor nor any person, firm, corporation or other entity affiliated with, owned in whole or in part by, employed by or otherwise connected with Contractor, shall directly or indirectly, without the express written consent of Company, divulge, use, sell, exchange, furnish, give away, or transfer in any way any Confidential Information (as hereinafter defined) of Company.

9.2 Purpose of Access. Contractor acknowledges that any Confidential Information that has been disclosed to it by Company has been disclosed solely for the purpose of enabling Contractor to perform its duties hereunder. Contractor agrees that all Confidential Information, whether provided by Company prior to or after the commencement date hereof, is the exclusive property of Company, and further agrees that all of Company's subscribers are and shall remain customers of Company.

9.3 Compelled Disclosure. If Contractor is served with any form of process purporting to require Contractor to disclose any Confidential Information to any third party, Contractor shall immediately notify Company who shall, in addition to Contractor's efforts, if any, have the right to seek to quash such process. Contractor shall cooperate with Company in all efforts to quash such process or otherwise to limit the scope of any required disclosure. In the event that the disclosure of any Confidential Information is compelled, Contractor shall seek an appropriate protective order from the court to limit access to such information.

9.4 Confidential Information Defined. The term "Confidential Information" shall include, without limitation, information provided to Contractor by Company that Company has designated as confidential; this Agreement (and all amendments thereto) and all of its terms and conditions; all manuals and training materials provided to Contractor by Company; the names, addresses, e-mail addresses and telephone numbers of all Subscribers and prospective subscribers to any product or service offered by Company, as well as any other personally identifiable information relating to such subscribers ("PII"); any other information relating to any Company's Subscribers, including all lists or other records containing any such information, even if such information is aggregated; and all financial, technical, business, and credit information relating to Company, including without limitation, all market analyses and market expansion plans, all revenue and profit analyses and projections and all commission structures and statements; all technical information relating to Company, including, without limitation, all implemented or planned product and service improvements or changes, and all information about Company's network configuration, plant or any equipment attached thereto; and all other information relating to the operations of Company which was disclosed or provided to Contractor or became known to Contractor through its relationship with Company; and all other information not generally known to the public relating to Company.

EXHIBIT A

9.5 Subscriber Information. Contractor hereby acknowledges that Company has a special responsibility under the law to keep PII private and confidential. Contractor also acknowledges that the PII to which it will have access pursuant to this Agreement constitutes Company Confidential Information and that Contractor in no way possesses or shall gain possession of any ownership or other proprietary rights with respect to such PII. Contractor acknowledges and understands that PII is subject to the subscriber privacy protections set forth in Section 631 of the Cable Communications Policy Act of 1984, as amended (47 U.S.C. Sec. 551), as well as other applicable federal and state laws. Contractor agrees that it shall use such information in strict compliance with Section 631 and all other applicable laws governing the use, collection, disclosure and storage of such information. Contractor further agrees to restrict disclosure of such PII to those Contractor employees or sub-contractors with a need to know and who are bound by the confidentiality provisions herein and shall not further disclose such information to any third Party without the prior written consent of Company.

EXHIBIT A